

A Quick Guide to Contracts for Jazz Musicians

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What is a contract?

A contract is a legally binding or valid agreement between two parties. For example you are sorting out a contract for a gig that you have been offered by a promoter.

For a contract to be valid the agreement should contain all of the following elements:

- Offer and acceptance – you have reached an agreement with the promoter. . The person who makes the offer is known as the *offeror* (in this case the promoter) and the person to whom the offer is made is the *offeree*. For most types of contracts the offer and acceptance may be made orally or in writing. It is worth remembering Samuel Goldwyn's quote, "A verbal contract isn't worth the paper it's written on."
- An intention between the parties to create binding relations – the promoter has booked you for a gig.
- Consideration to be paid for the promise made – you have agreed a fee with the promoter.
- Legal capacity of the parties to act – the promoter is legally able to sign the contract on behalf of the jazz club/jazz club committee/ venue.
- Genuine consent of the parties and legality of the agreement – the promoter has definitely offered you a gig. For a contract to be enforceable it requires certainty as to its terms. It must be clear and unequivocal to the parties what the terms of the contract are. If a fundamental term is not settled between the parties then the agreement may not amount to a contract in law.

An agreement that lacks one or more of the elements listed above is not a valid contract.

When does a contract become effective?

A contract comes into existence when it is made – that is, when there has been acceptance of an offer, and consideration, the fee that has been agreed by yourself and the promoter. The acceptance of an offer may be in writing or can be made by words. Acceptance is not effective until the offeree's words or written communications are received by the offeror. Acceptance happens when the offeree agrees to the offeror's terms.

UNESCO's 10 Music Contracts

UNESCO published 10 Music Contracts in 2009. The model contracts in the book are useful tools based on established common practises. Please see [UNESCO's 10 Music Contracts](#)

UK users of the guidebook should note that UK law and legislation may contain particular clauses that should be taken into account. Remember this is a handy guide to essential contracts for the jazz musician at different times of their career. The [Musicians' Union](#) contains a wealth of detail on gig contracts, partnership agreements, recording contracts, publishing contracts and that is just the start [Please see Musicians' Union help with contracts](#)

The 10 contracts are:

1. Phonogram Recording Contract, Exclusive
2. Phonogram Recording Contract, Non - Exclusive
3. Contract for Hire of Musician or Backup Singer for Phonogram Production
4. Contract for Hire of Artist, Musician or Backup Singer for Live Performance
5. Recording Contract of Artist During Live Performance

6. Broadcasting Contract of Artist During Live Performance
7. Licensing Contract by a Producer for the Manufacturing and Marketing of a Phonogram
8. Commercial Phonogram Distribution Contract
9. Contract Between a Lead Artist and a Producer Authorizing Specific Uses of a Phonogram
10. Contract Between a Lead Artist and a Manager

Always refer to the [Musicians' Union](#) as the MU contains a bank of advice and information on gig contracts, partnership agreements, recording contracts, publishing contracts and that is just the start
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